

Microsoft Enterprise **Enrollment** (indirect) – State and Local

Customer purchase order number
Reseller to complete

Enterprise Agreement number
Reseller to complete

Enrollment number
Microsoft affiliate to complete

Microsoft Business Agreement
number (if applicable)
Reseller to complete

Previous Enterprise Enrollment
number
Reseller to complete

Previous Enterprise Enrollment
end date
Reseller to complete

This Microsoft Enterprise Enrollment is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer		
Name of Entity		Contact Name (This person handles access to online information and receives order confirmations. This person also receives true up, renewal and other notices, unless a different contact for notice is provided in the notices section below.)
Street Address		Contact E-mail Address
City	State/Province	Phone
Country	Postal code	Fax
Microsoft Account Manager Name		
Contracting Microsoft Affiliate		
MSLI, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing		

If notices should be sent to someone or some place other than above, complete the relevant portions below:

Name of Entity		Contact Name
Street address		Contact E-mail Address
City	State/Province	Phone
Country	Postal Code	Fax
Notices to Microsoft should be sent to: MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing		Copies should be sent to: Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group VLG-USA@Microsoft.com (425) 936-7329 fax

Definitions. As used in this enrollment, “you” refers to the entity that signs this enrollment with us, and “we” or “us” refers to the Microsoft entity that signs this enrollment. All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective Date. If you are renewing Software Assurance from one or more previous “Enterprise Enrollments” (as defined in subsection 3(a) (Placing the initial order) of the Microsoft Enterprise Agreement identified above), then the effective date will be the day after the expiration of the first of those Enterprise Enrollments to expire. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Enterprise Enrollment is being used, your reseller will require the Enterprise Enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date indicated below unless terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will provide you with written notice 60 days prior to expiration of the initial enrollment or renewal term advising you of your renewal options. For a description of renewal options, see subsection 12(e) of the Microsoft Enterprise Agreement (How to renew an enrollment).

Representations and Warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those terms; (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate; (iii) you have 250 or more qualified desktops; and (iv) the information that you provide on this cover page and each of the attached forms is accurate.

This enrollment consists of (1) this cover page, (2) the Enterprise Order Form, (3) the Shipping Information Form, (4) the Reseller Information Form, and (5) the Enterprise Update Statement.

Customer	Contracting Microsoft Affiliate
Name	MSLI, GP
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Signature Date	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date)

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

1. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to an Enterprise Enrollment of their own will automatically be included unless you fill in part b below (when we refer to an Enterprise Enrollment in this section 1, we mean either (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment entered into under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) an enterprise subscription enrollment under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page).

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check <u>only one</u> of the boxes in part (a).	
	You and all affiliates will be participating
	You and the following affiliates will be participating (if no affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 affiliates are being included):
1	
2	
3	
4	
5	
	You and all affiliates, except the following affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 affiliates are being excluded):
1	
2	
3	
4	
5	
b. Use this part (b) to indicate whether affiliates acquired after the enrollment effective date will be included. Unless you check the box below, all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own will automatically be included.	
	Exclude all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own.

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

2. Selecting your language option.

Your selection below will determine the languages in which you may run the products licensed under this enrollment. If you select "Listed Languages," you may run (i) all copies of each of your products in any of the languages identified as "Listed Languages" below, and (ii) up to 10% of the copies of each of your products in any of the languages identified as "Restricted Languages" below. If you select "All Languages," you may run all copies of your products in any of the "Listed Languages" and any of the "Restricted Languages."

Check only one of the boxes below to indicate your language option

Listed Languages

All Languages

"Listed Languages"	
Arabic	Korean
Simplified Chinese	Japanese
Traditional Chinese	Polish
Czech	Portuguese (Brazil)
English ¹	Russian
French Canadian	Turkish
Hebrew	Thai
Hungarian	Spanish ²

"Restricted Languages"	
Danish	Greek
Dutch	Italian
English ³	Norwegian
Finnish	Portuguese (Portugal)
French	Spanish ⁴
German	Swedish

¹ English is a "Listed Language," except when restricted as described in the "Restricted Languages" list (see footnote 3)

² Spanish is a "Listed Language," only if this enrollment is signed in Latin America

³ English is a "Restricted Language" if this enrollment is signed in Austria, Belgium, Denmark, France, Finland, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, United Kingdom, Switzerland, Sweden, or Spain

⁴ Spanish is a "Restricted Language" unless this enrollment is signed in Latin America

3. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
	%
	%
	%
	%

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

4. Applicable currency.

The currency we accept is based on the country in which you are located. All payments must be made under this enrollment in the accepted currency.

Find your accepted currency in the Currency Table below and fill in this box.

Type of currency: U.S. Dollars

Currency Table:

Currency	Accepted in Country
Australian Dollars	Australia
Canadian Dollars	Canada
Danish Krone	Denmark
EUROs	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Switzerland, Sweden, and United Kingdom
Japanese Yen	Japan
Korean Won	Korea
New Zealand Dollars	New Zealand
Norwegian Krone	Norway
Pounds Sterling	United Kingdom
Swedish Krona	Sweden
Swiss Francs	Switzerland
Taiwan Dollars	Taiwan
US Dollars	United States, Latin America, Asia (except Japan, Korea, and Taiwan), Greece, Eastern Europe, Middle East, Africa

5. Establishing your price level.

The price level indicated in box 5(b) will be your price level for all enterprise products and for any additional products in any pool in which you have ordered an enterprise product. For additional products in any pool in which you have not ordered an enterprise product, your price level will be level "A".

Complete steps 1 and 2 below to determine your price level(s) for the enterprise product(s) and additional product(s) you order under this enrollment.

Step 1: Enter the number of qualified desktops you have in your enterprise in box 5(a).

Qualified Desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment. (This number must be equal to at least 250 desktops.)

5(a)

Step 2: Find the price level for the number of desktops you entered in 5(a) and enter that price level in box 5(b).

Number of Desktops	Price Level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price Level (for pools in which you order an enterprise product):

5(b)

Price Level (for pools in which you do not order an enterprise product):

5(c)

Price Level
"A"

6. Enterprise Product Orders.

The prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

a. Initial order for enterprise products.

The reference prices for the enterprise products covered by your initial order are set forth below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You must choose the Enterprise Desktop Professional Platform (which is composed of all three of the individual enterprise products) or at least one of the individual enterprise products before selecting any additional products in section 7 (Additional product orders) below.

Complete the table below by filling in the blanks.	
Column 2:	Place a check next to either the Enterprise Desktop Professional Platform or one or more of the individual enterprise products you choose to license.
Column 4:	Next to each enterprise product you selected, insert "L&SA" in column 4 unless you are eligible to obtain Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to obtain Software Assurance only for any product, refer to subsection 3(a) of the Microsoft Enterprise Agreement (Placing the initial order).
Column 5:	Your reseller or Microsoft account manager will provide the annual enterprise product per desktop reference price in this column.
Column 6:	Your reseller or Microsoft account manager will multiply column 5 by the number of qualified desktops in box 5(a) above to compute the annual enterprise product reference price.
Column 7:	Your reseller or Microsoft account manager will multiply column 6 by 3 (for the 3 year term) to compute the total enterprise product reference price.
Box 8:	Your reseller or Microsoft account manager will add the rows in column 6 to compute the total initial annual enterprise product order reference price.

Enterprise Product Selection Table:

1 Enterprise Product	2 ✓	3 Product Pool (Applications, Systems, Servers)	4 Product Type	5 Annual enterprise product per desktop reference price	6 Annual enterprise product reference price	7 Total enterprise product reference price
Enterprise Desktop Professional Platform		All pools				
*Office Professional		Applications				
**Windows Desktop Operating System Upgrade		Systems				
*Core Client Access License		Servers				
Total Initial Annual Enterprise Product Reference Price: (add column (6) for the enterprise products chosen above)					8	
<p>* The components of the current version of Office Professional, and the current versions of the components that make up the Core CAL, are identified in the Product List.</p> <p>** Because all operating system licenses under this program will be upgrade licenses, if you select this product, all new or replacement qualified desktops purchased from an Original Equipment Manufacturer during the term of this enrollment on which you will run the Windows operating system must be licensed for one of the following: Windows 95, Windows 98, Window NT Workstation, Windows 2000 Professional, or successor products to Windows 2000 Professional.</p>						

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

b. True up orders for enterprise products.

The reference price for the enterprise products covered by any true up orders submitted during the initial term is set forth below. That price is based on the price level identified in box 5(b) above. We will invoice your reseller in total upon our acceptance of each true up order.

Columns 2 - 4:	We will provide the true up reference prices for each anniversary through your reseller, who will complete the table below. Prices will be filled in only for products ordered in subsection 6(a) (Initial Order for Enterprise Products).
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Enterprise Product True Up Price Table:

1 Enterprise Product	2 First year true up reference price	3 Second year true up reference price	4 Third year true up reference price
Enterprise Desktop Professional Platform			
Office Professional			
Windows Desktop Operating System Upgrade			
Core Client Access License			

7. Additional Product Orders.

The prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

a. Initial order for additional products.

The reference prices for each additional product covered by your initial order are listed in the table below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You may license additional products by entering the names and quantities for the products of your choice in the Additional Product Selection table. For a list of the available additional products, contact your reseller.

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

Complete the table below by filling in the blanks.	
Column 1:	List the additional products you wish to license in your initial order. If you choose to license more than 10 additional products, attach a separate sheet with the information required below.
Column 2:	Next to each additional product you select, insert "L&SA" in column 2 unless you are eligible to obtain Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to choose Software Assurance only for any product, refer to subsection 4(a) of the Microsoft Enterprise Agreement (Placing the initial order). If you order some L&SA and some Software Assurance for the same product, list the product twice below using a separate line for each product type.
Column 3:	Indicate the product pool for each of the additional products that you selected in column 1. Consult the Product List to determine the appropriate product pool for each additional product.
Column 4:	Enter the price level for the appropriate pool for each additional product from box 5(b) or 5(c), as applicable.
Column 5:	Enter the appropriate quantity of licenses for each additional product you choose to license.
Column 6:	Your reseller or Microsoft account manager will provide the annual additional product per license reference price in this column. The reference price will be based on the price level for that additional product as identified in box 5(b) or 5(c), as applicable.
Column 7:	Your reseller or Microsoft account manager will multiply column 5 by column 6 to compute the annual additional product reference price.
Column 8:	Your reseller or Microsoft account manager will multiply column 7 by 3 (for the 3 year term) to compute the total additional product reference price.
Box 9:	Your reseller or Microsoft account manager will add the rows in column 7 to compute the total initial annual additional product reference price.

Additional Product Selection Table:

1 Additional Product	2 Product Type	3 Product Pool	4 Price Level	5 Quantity	6 Annual additional product per license reference price	7 Annual additional product reference price	8 Total additional product reference price
Total Initial Annual Additional Product Reference Price:						9	

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

b. Subsequent additional product orders.

The reference price for any new additional product not initially included in your enrollment will be the then current reference price for your price level for that product as of the date of your order. We will invoice your reseller in total upon our acceptance of your order. Once you have placed the first order for copies of a new additional product, you may run additional copies of that product at any time and order them as described in subsection 7(c) (True Up Orders for Additional Products).

c. True up orders for additional products.

The reference price for additional products initially included in your enrollment and covered by any true up order submitted during the initial term is set forth below. That reference price is based on the price level identified in the box in 5(b) or 5(c) above, as applicable. The true up reference price for any new additional products will be the then current true up reference price for your price level for that product as of the date of your first order for that product. We will invoice your reseller in total upon our acceptance of your true up order.

Complete the table below by filling in the blanks.	
Column 1:	Enter each of the additional products you selected in subsection 7(a) (Initial Order for Additional Products) here. If you have chosen to license more than 10 additional products, attach a separate sheet.
Columns 2 - 4:	Your reseller or Microsoft account manager will provide the true up reference prices for each anniversary in these columns.

Additional Product True Up Price Table:

1 Additional Product	2 First-year true up reference price	3 Second-year true up reference price	4 Third-year true up reference price

8. First-year order summary

The table below summarizes information about your order collected elsewhere in this enrollment, as well as information necessary for us to process that order. This table should be completed for customers with 250-750 desktops and other customers whose resellers are not receiving a Channel Price Sheet from us. The part number and price level information required below is provided to your reseller on the Enterprise

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

Agreement Price List. The language option for each of the products that will be invoiced to your reseller will be what you selected in section 2 (Selecting your language option).

Your reseller will complete the table below on your behalf.

Price list month

(The month in which you sign this enrollment, unless your signature date precedes our signature date by more than 30 days. In that case, it will be the month in which we sign the enrollment.)

Purchase period

(Reference prices below correspond to the "Add at Signing" purchase period on the product price list.)

"Add at Signing"

Column 1:	Insert the Microsoft part number for the products selected in sections 6(a) and 7(a).
Column 2:	For enterprise products, enter the same product type as entered in subsection 6(a). For additional products, enter the same product type as entered in subsection 7(a).
Column 3:	Insert the Microsoft offering ("enterprise" for each of the products you selected in subsection 6(a), and "additional" for each of the products you selected in subsection 7(a)).
Column 4:	For enterprise products, enter the price level as entered in box 5(b). For the additional products, enter the price level as entered in box 5(b) or 5(c), as applicable.
Column 5:	For each product, enter the intended country of use. Refer to subsection 2(e) of the Microsoft Enterprise Agreement (Reporting Country of Use) if you have questions. For any product which you intend to run in more than one country, enter the information for that product on separate lines in the table below for each intended country of use.
Column 6:	For each enterprise product, enter the qualified desktop count entered in box 5(a). For additional products, enter the quantity for each additional product as entered in subsection 7(a) (Initial Order for Additional Products).

Enterprise and Additional Product Billing Summary:

1 Microsoft Part Number	2 Product Type	3 Offering	4 Price Level	5 Country of Use	6 Quantity

Enterprise Order Form

(To be completed with your reseller or Microsoft account manager)

9. *Renewal orders.*

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Shipping Information Form

(To be completed with your reseller or Microsoft account manager)

CD-ROM subscriptions will be shipped to the following address.

CD Kit Ship To Information (If different from address on the cover page)	
Customer name	Customer contact name
Street address	Contact email address
City and State / Province	Contact phone
Country and Postal Code	Contact fax

Unless you mark one of the boxes below, upon our acceptance of this enrollment we will ship your starter CD kit for each product group you designate in the table below containing products in the language(s) you select. We will provide updates in the form of CDs, or upon reasonable notice by electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee.

☐ I do not wish to receive a CD kit or kit updates.

☐ I do not need another complete set, but would like to receive kit updates.

For each language and group you wish to receive, mark the corresponding box with an X.							
Pool/Group Language	Applications Pool				Systems Pool	Servers Pool	
	Office Family	Developer Tools	Training and Learning	Products for Macintosh	Windows Client: Business	Windows Servers	Server Applications
English							
Int'l English/Multi-language							
Arabic							
Brazilian Portuguese							
Chinese-Simplified							
Chinese-Traditional							
English, both							
Czech							
Danish							
Dutch							
Finnish							
French							
German							
Greek							
Hebrew							
Hungarian							
Italian							
Japanese							
Korean							
Norwegian							
Polish							
Portuguese							
Russian							
Spanish							
Swedish							
Thai							
Turkish							

= Not available

Reseller Information Form

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller Company Name:
Street Address and/or Post Office Box:
City and State / Province and Postal Code:
Country:
Contact Name:
Phone Number:
Fax Number:
Email Address:

The undersigned confirms that the reseller information is correct.

Name of Reseller
Signature
Printed Name
Printed Title
Date

Enterprise Update Statement

Complete within 15 days following each anniversary of the enrollment effective date as described in subsections 3(c) (Placing annual "true up" orders to account for additional desktops) and 4(d) (Placing annual "true up" orders to account for additional copies) of the Microsoft Enterprise Agreement. Submit an original to your reseller.

Enterprise Agreement Number

Enrollment Number

Customer Name

Anniversary of Enrollment Effective Date

An Enterprise Update Statement must be submitted unless (a) the number of your qualified desktops has increased during the previous year and you have placed a true up order covering those desktops; and (b) you are running only enterprise products under your enrollment.

Enterprise products. If there has been no increase in your qualified desktop count, confirm this by marking the first box below.

Additional products. For any additional product for which a true up order has not been placed, confirm that there has been no increase in the number of copies of that product run under your enrollment by marking the second box below.

☐

I confirm that there has been no increase in the number of qualified desktops in my enterprise.

☐

I confirm that there has been no increase in the number of copies of any additional product run under this enrollment other than those for which a true up order has been submitted.

Statement completed by:

Name of customer
Authorized signature
Name
Title
Date